

APR 17 2018

LORI ALLEN, Court Clerk
By _____ Deputy

)))))))))))

Kenneth N. Jean

5. That Plaintiff Baca presented a claim with Defendant State Farm, which was assigned claim number 36-902S-356. Plaintiff made demand for payment of benefits due to him under the contract of insurance he had with Defendant State Farm, and Defendant failed to pay all benefits owed.

6. That Plaintiff complied with all the duties under the insurance policy with Defendant and met all the conditions precedent to the payment of insurance coverage available to him.

7. Defendant State Farm refused and continues to refuse to provide all benefits due to the Plaintiff under the insurance contract.

8. The refusal of Defendant State Farm amounts to a breach of the contract between the Defendant and the Plaintiff, Juan Baca.

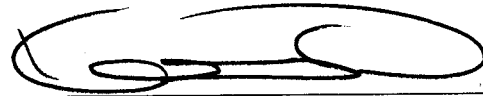
9. The refusal of Defendant State Farm to pay all benefits owed to Plaintiff Baca is unreasonable, intentional and is in bad faith.

10. The investigation and evaluation of Plaintiff Baca's claim for insurance coverage by Defendant State Farm violates the various state statutes, regulations and administrative code provisions, rendering the Defendant, State Farm, negligent per se for its conduct.

11. As a result of the conduct of Defendant State Farm, Plaintiff Baca has been unable to obtain medical treatment for the injuries he suffered in the above-cited accident, has continued to suffer physical and emotional pain and suffering, will continue to incur medical bills, lost wages and other damages in an amount in excess of \$75,000.00, exclusive of interest, attorney fees and costs.

12. The actions of Defendant State Farm have been reckless, unreasonable, intentional and bad faith conduct, failing to deal in good faith with their insured, Plaintiff Juan Baca, and the Plaintiff seeks punitive damages against Defendant State Farm in an amount in excess of \$75,000.00, exclusive of interest, attorney fees and court costs. Plaintiff seeks judgment against Defendant for break of contract and bad faith damages.

WHEREFORE, premises considered, Plaintiff seeks judgment against Defendant in an amount in excess of \$75,000.00 for breach of contract and bad faith damages, plus attorney fees, court costs, prejudgment interest, postjudgment interest, and all other damages deemed just and reasonable.



Kenneth N. Jean OBA# 15094
MARTIN, JEAN & JACKSON
Attorneys for Plaintiff
P.O. Box 1089
Stillwater, OK 74076
(405) 377-5000 Telephone
(405) 377-5011 Facsimile